

AGENDA BILL APPROVAL FORM

Agenda Subject: Resolution No. 4444		Date: January 15, 2008
Department: Human Resources	Attachments: Resolution No. 4444	Budget Impact:
Administrative Recommendation: City Council adopt Resolution No. 4444.		
Background Summary: A resolution authorizing the Mayor to contract with Prosperity Counseling & Treatment Service, Inc. for up ten to defendants per month during the year attend in-patient treatment for alcohol and/or chemical dependency. By doing so, the City potentially decreases recidivism, and provides another fiscally responsible alternative to incarceration. Potential saving of approximately \$1,800,000 if fully utilized on three 10-year sentences/mo. S0120-3 O1.4.1		
Reviewed by Council & Committees: <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Arts Commission <input type="checkbox"/> Airport <input type="checkbox"/> Hearing Examiner <input type="checkbox"/> Human Services <input type="checkbox"/> Park Board <input type="checkbox"/> Planning Comm. </div> <div> COUNCIL COMMITTEES: <input checked="" type="checkbox"/> Finance Municipal Serv. Planning & CD <input checked="" type="checkbox"/> Public Works <input type="checkbox"/> Other _____ </div> </div>		Reviewed by Departments & Divisions: <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Building <input type="checkbox"/> Cemetery <input type="checkbox"/> Finance <input type="checkbox"/> Fire <input type="checkbox"/> Legal <input type="checkbox"/> Public Works <input type="checkbox"/> Information Services </div> <div> <input type="checkbox"/> M&O <input type="checkbox"/> Mayor <input type="checkbox"/> Parks <input type="checkbox"/> Planning <input type="checkbox"/> Police <input type="checkbox"/> Human Resources </div> </div>
Action: Committee Approval: X Yes <input type="checkbox"/> No Council Approval: X Yes <input type="checkbox"/> No Call for Public Hearing __/__/__ Referred to _____ Until __/__/__ Tabled _____ Until __/__/__		
Councilmember: Backus		Staff: Heineman
Meeting Date: January 20, 2009		Item Number:

RESOLUTION NO. 4 4 4 4

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF AUBURN AND PROSPERITY COUNSELING & TREATMENT SERVICES, INC.

WHEREAS, the City of Auburn desires to continue contracting for inpatient care for eligible defendants who have been assessed as alcohol and chemically dependent; and

WHEREAS, Prosperity Counseling & Treatment Services, Inc. has experience providing inpatient services for alcohol and chemically dependent offenders and is fully licensed and certified to do so; and

WHEREAS, the City of Auburn has the need for more inpatient services; and

WHEREAS, Prosperity Counseling & Treatment Services has offered to provide the City a 30-day inpatient service for up to ten defendants continuously at a reasonable cost; and

WHEREAS, money is currently budgeted to cover the cost of inpatient services and it is fiscally prudent, as well as assisting the potential decrease in the recidivism rate, by providing inpatient treatment as an alternative to incarceration.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, IN A REGULAR MEETING DULY, ASSEMBLED HERewith RESOLVES as follows:

Section 1. Purpose. That the Mayor of the City of Auburn and the Auburn City Clerk are hereby authorized to execute an agreement between the City of Auburn and Prosperity Counseling & Treatment Services which agreement shall be in substantial conformity with the agreement, a copy of which is attached hereto, marked as Exhibit A and incorporated herein by this reference.

Section 2. Implementation. That the Mayor is authorized to implement such administrative procedures as may be necessary to carry out the directives of this legislation.

Section 3. Effective Date. That this Resolution shall take effect and be in full force upon passage and signatures hereon.

Dated and Signed this _____ day of _____, 2009.

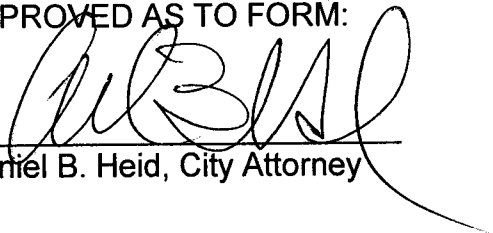
CITY OF AUBURN

PETER B. LEWIS
MAYOR

ATTEST:

Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:



Daniel B. Heid, City Attorney

AN AGREEMENT FOR THE PROVISION OF SERVICES
Between
PROSPERITY COUNSELING & TREATMENT SERVICES, INC. and THE
CITY OF AUBURN

The following agreement is entered into between **PROSPERITY COUNSELING AND TREATMENT SERVICES, INC.** (hereafter referred to as "Prosperity") and the **CITY OF AUBURN**, hereafter referred to as the "City"), shall be effective upon signature, and remain in effect through June 30th, 2009. The contract may be administratively extended by written agreement for a period not to exceed December 31, 2010. It covers relationships and operational agreements for the purposes of RCKC providing alcohol and other drug assessments to determine eligibility for publicly funded chemical dependency treatment services (ADATSA or Treatment Expansion) for inmates of the Auburn City Jail. It also covers referrals to Prosperity's Inpatient Program and payment for treatment.

I. Role of Prosperity:

- A. Provision of qualified staff to provide inpatient treatment referred by the City of Auburn.
- B. Provide continuous inpatient treatment for up to ten individuals.

II. Role of the City:

- A. Scheduling and transportation to Prosperity will be provided by Auburn City Jail.

III. Funding Arrangements:

- A. City of Auburn will pay \$90.18 per day for individual's care in Prosperity's inpatient treatment, up to 30 days per individual. Up to ten individuals per month may be served. (Note: for individuals eligible for ADATSA or Treatment Expansion funded beds, no charge will be made to the City of Auburn.). The City of Auburn will be billed only for those individuals enrolled in the inpatient service.
- B. City of Auburn will pay the invoiced amount within thirty (30) days of receipt of the invoice.

Independent Contractor Assignment:

The parties agree and understand that Prosperity is an independent contractor and not the agent or employee of the City and that no liability shall attach to the City by reason of entering into this Agreement except as otherwise provided herein. The parties agree that this Agreement may not be assigned in whole or in part without the written consent of the City.

Indemnification:

Prosperity shall defend, indemnify and hold the City, its officers, officials, volunteers, and employees harmless from any and all claims, injuries, damages, losses, or suits, including attorney fees, arising out of or resulting from the acts, errors or omissions of Prosperity in performance of this Agreement, except for injuries or damages caused by the negligence of the City.

Insurance:

Prosperity shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by Prosperity, its agents, representatives, or employees. Prosperity shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to, the additional insured endorsement, evidencing the insurance requirements of Prosperity before commencement of the work.

No Limitation:

Prosperity's maintenance of insurance as required by the agreement shall not be construed to limit the liability of Prosperity to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

Minimum Scope of Insurance:

Prosperity shall obtain insurance of the types and in the amounts described below:

- A. Worker's Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- B. Professional Liability insurance appropriate to Prosperity's profession, with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

The insurance policies are to contain, or be endorsed to contain, the following provisions for Professional Liability insurance:

- A. Prosperity's insurance coverage shall be primary insurance as respects to the City.
Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be in excess of Prosperity's insurance and shall not contribute with it.
- B. Prosperity's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice has been given to the City by certified mail, return receipt requested.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A-:VII.

Prosperity shall furnish the City with certificates of insurance and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance coverage required by this section, before commencement of the work. The City reserves the right to require that complete, certified copies of all required insurance policies be submitted to the City at any time. The City will pay no progress payments under Section 3 until Prosperity has fully complied with this section.

Other Insurance Provisions:

The insurance policies are to contain, or be endorsed to contain, the following provisions for Professional Liability and Commercial General Liability insurance:

1. Prosperity's insurance coverage shall be primary insurance as respects to the City.
Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of Prosperity's insurance and shall not contribute with it.
2. Prosperity's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

Confidentiality:

The provision of patient care documentation as well as the disclosure of any information identifying a person's receipt of alcohol and drug abuse treatment services is governed by federal regulations on the Confidentiality of Alcohol and Drug Abuse Patient Records, 42CFR, Part 2, and the Health Insurance Portability and Accountability Act of 1996 (HIPAA), 45 CFR. Parts 160 and 164, subparts A and E. RCKC and the City of Auburn agree that the mutual disclosure of patient information is essential to the quality and continuity of care and therefore enter into a Qualified Service Organization Agreement as follows. All parties:

- A. Acknowledge that in receiving, storing, processing or otherwise dealing with any information from the Program about the patients in the Program, they are fully bound by the federal requirements governing Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR, Part 2; and the Health Insurance Portability and Accountability Act of 1996 (HIPAA), 45 CFR, Parts 160 and 164, subparts A and E, and
- B. Undertake to resist in judicial proceedings any efforts to obtain access to information pertaining to parties otherwise than as expressly provided for in the federal confidentiality regulations, 42CFR, Part 2 and the Health Insurance

Portability and Accountability Act of 1996 (HIPAA), 45 CFR, Parts 160 and 164, subparts A and E.

C. Prosperity includes its employee(s) and contractor(s).

D. City of Auburn includes its employee(s) and contractor(s).

ALTERATION OF TERMS:

The body of this Agreement fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Agreement. No addition to, or alteration of, the terms of this Agreement whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties.

TERMINATION OF AGREEMENT:

This Agreement may be cancelled or terminated at the close of business, June 30, 2009, unless administratively extended in writing by both parties for a period not to exceed December 31, 2010 or at any time by Prosperity or the City of Auburn upon providing a forty-five (45) day written notice.

Signed:

For:
**Prosperity Counseling
& Treatment Services, Inc.**

For:
City of Auburn

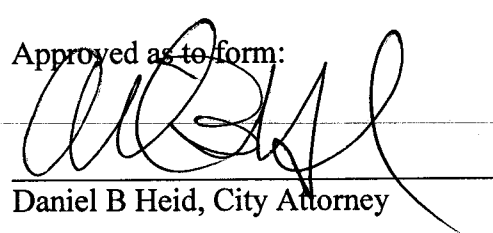
Date

Peter B. Lewis Date
Mayor
City of Auburn

Attest:

By: _____
Danielle E. Daskam, City Clerk

Approved as to form:



Daniel B Heid, City Attorney